IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

AGNES XIE,

Plaintiff,

v.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA and JPMORGAN CHASE BANK, N.A. as Plan Administrator for the ERISA Plan at issue,

Defendants.

Civil Action No. 1:17-cv-2491

COMPLAINT FOR RECOVERY OF PLAN BENEFITS AND FOR THE ENFORCEMENT OF RIGHTS UNDER ERISA

COMES NOW, Plaintiff, Agnes Xie, and makes the following representations to the Court for the purpose of obtaining relief from Defendants' refusal to pay long term disability (LTD) benefits due under an ERISA employee benefit plans, and for Defendants' other violations of the Employee Retirement Security Act of 1974 ("ERISA"):

JURISDICTION AND VENUE

1. This Court's jurisdiction is invoked pursuant to 28 U.S.C. § 1337 and 29 U.S.C. § 1132(e) (ERISA § 502(e)). Plaintiff's claims "relate to" "employee welfare benefits plan[s]" as defined by ERISA, 29 U.S.C. § 1001 *et seq*. and the subject Benefit Plan constitutes "plan[s] under ERISA."

2. The ERISA statute, at 29 U.S.C. § 1133, as well as Department of Labor regulations, at 29 C.F.R. § 2560.503-1 provide a mechanism for administrative or internal appeal of benefits denials. In this case, those avenues of appeal have been exhausted and this matter is now properly before this court for judicial review.

3. Venue is proper within the Southern District of New York pursuant to 29 U.S.C. § 1132(e)(2).

PARTIES

4. Plaintiff, Agnes Xie, (hereinafter "Plaintiff"), is currently a resident of Loudoun County, Virginia.

5. Defendant the Prudential Insurance Company of America (hereinafter "Prudential"), is an insurance company authorized to transact the business of insurance in this state, and may be served with process through Superintendent of Financial Services, at New York State Department of Financial Services, Corporate Affairs Unit, One Commerce Plaza - 20th Floor, Albany, New York 12257.

6. Defendant Prudential is the party obligated to pay benefits and to determine eligibility for benefits under Group Long Term Disability Policy No. G-50684-DE, issued by Prudential to JPMorgan Chase Bank, N.A.

7. JPMorgan Chase Bank, N.A.("JPMorgan N.A.") is a wholly owned subsidiary of J.P. Morgan Chase & Company ("JP Morgan Chase"), which is headquartered in New York City, New York.

8. JPMorgan N.A. is the designated Plan Administrator for the ERISA benefits plan named "Long Term Disability Coverage for All Active Full-time and Part-time Employees, other than those classified by the Employer as Pilots, who are U.S. residents whose Total Annual Cash Compensation is $200,000 or more, excluding temporary and seasonal Employees," (the "Plan"), which is the ERISA benefits Plan at issue in this litigation.

9. JPMorgan Chase Bank, N.A., may be served as follows: JP Morgan Chase Bank, N.A., Attention: Human Resources Department, 500 Stanton Christiana Road, Newark, Delaware 19713.

FACTS

10. Plaintiff was employed by JPMorgan Chase Bank, N.A ("JP Morgan"), in its New York City location.

11. By virtue of her employment, Plaintiff was enrolled in the Long Term Disability Plan provided JP Morgan to its employees, named "Long Term Disability Coverage for All Active Full-time and Part-time Employees, other than those classified by the Employer as Pilots, who are U.S. residents whose Total Annual Cash Compensation is $200,000 or more, excluding temporary and seasonal Employees", which is an ERISA employee welfare benefit plan (the "Plan").

12. Benefits under the Plan are insured by Prudential under Group Long Term Disability Policy No. G-50684-DE, issued by Prudential to JP Morgan.

13. Plaintiff is a participant or beneficiary of the Plan.

14. Plaintiff ceased work due to a disability on or about December 29, 2013, while covered under the Plan.

15. Plaintiff has been and continues to be disabled as defined by the provisions of the Plan and relevant policies.

16. Plaintiff filed an application for LTD benefits under the Plan.

17. By letter dated January 21, 2015, Prudential denied Plaintiff's LTD claim.

18. Plaintiff appealed the termination of her benefits by letter dated August 3, 2015, supporting that appeal with substantial evidence, including a functional capacity evaluation, a vocational assessment, objective evidence, and treating opinions.

19. By letter dated August 31, 2015, Prudential denied that appeal, allowing for one final appeal.

20. Plaintiff appealed her denial again in a letter dated February 26, 2016, again providing Prudential with additional evidence that included treating physicians opinions, objective evidence, and medical records.

21. Her appeal was again denied in a letter dated April 13, 2016, and Prudential stated in that denial that its decision was final and could not be appealed further.

22. Plaintiff has exhausted her administrative remedies under the Plan.

23. Prudential would pay any benefits due out of its own funds.

24. Prudential owed Plaintiff duties as a fiduciary of the ERISA Plan, including the duty of loyalty.

25. Prudential was under a perpetual conflict of interest because the benefits would have been paid out of its own funds.

26. Prudential allowed its concern over its own funds to influence its decision-making.

27. Defendants have breached their fiduciary duties to Plaintiff, including the duty of loyalty.

FIRST CAUSE OF ACTION
FOR PLAN BENEFITS PURSUANT TO 29 U.S.C. §§ 1132(a)(1)(B)

PLAINTIFF incorporates the allegations contained in the above paragraphs as if fully stated herein and says further that:

28. Under the terms of the Plan and policy, Defendants agreed to provide Plaintiff with LTD benefits in the event that Plaintiff became disabled as defined by the Plan.

29. Plaintiff is disabled and entitled to benefits under the terms of the Plan.

30. Defendants failed to provide benefits due under the terms of the Plan, and these denials of benefits to Plaintiff constitute breaches of the Plan.

31. The decisions to deny benefits were wrong under the terms of the Plan.

32. The decisions to deny benefits and decision-making processes were arbitrary and capricious.

33. The decisions to deny benefits were influenced by the Prudential's financial conflict of interest.

34. The decisions to deny benefits were not supported by substantial evidence in the record.

35. As a direct and proximate result of the aforementioned conduct of the Defendants in failing to provide benefits for Plaintiff's disability, Plaintiff has been damaged in the amount equal to the amount of benefits to which she would have been entitled to under the Plan.

36. As a direct and proximate result of the aforementioned conduct of the Defendants in failing to provide benefits for Plaintiff's disability, Plaintiff has suffered, and will continue to suffer in the future, damages under the Plan, plus interest and other damages, for a total amount to be determined.

PRAYER FOR RELIEF

WHEREFORE. Plaintiff requests that this Court grant her the following relief in this case:

On Plaintiff's First Cause of Action:

1. A finding in favor of Plaintiff against the Defendants;

2. Damages in the amount equal to the disability income benefits to which she was entitled through the date of judgment, for unpaid benefits pursuant to 29 U.S.C. § 1132(a)(1)(B);

3. Prejudgment and postjudgment interest;

4. An Order requiring the Plan or appropriate Plan fiduciaries to pay continuing benefits in the future so long as Plaintiff remains disabled under the terms of the Plan, as well as any other collateral benefits to which she might be entitled on the basis of being disabled under the LTD plan, in the future so long as Plaintiff remains disabled under the terms of the Plan;

5. Plaintiff's reasonable attorney fees and costs; and

6. Such other relief as this court deems just and proper.

Dated this 6th day of April, 2017.

Respectfully submitted,

ERIC BUCHANAN & ASSOCIATES, PLLC
ATTORNEYS FOR PLAINTIFF

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Motion for Admission Pro Hac Vice filed Contemporaneously